

## TENANT ALTERATIONS AND IMPROVEMENTS - POLICY

### 1.0 INTRODUCTION

- 1.1 This policy describes our arrangements for responding to requests from tenants to carry out alterations or improvements to their property at their own expense, and for dealing with situations where it is discovered that unauthorised alterations or improvements have been carried out.
- 1.2 This policy complies with Scottish Social Housing Charter and is supported by the following procedures:
- [Tenant Alterations and Improvements](#) (Ref: M24)
  - [Compensation for Tenants Improvements](#) (Ref: M25)

### 2.0 DEFINITIONS

- 2.1 An 'alteration' is where the tenant:
- alters, removes or replaces any of the existing fabric of the building, its grounds or boundaries;
  - replaces an ARK fixture or fitting with one of their own which is of similar quality or standard as the original, e.g. kitchen units or internal doors;
  - permanently removes an existing ARK fixture or fitting.
- 2.2 An 'improvement' is where the tenant:
- replaces an ARK fixture or fitting with one of their own which is clearly of a higher standard or quality;
  - installs an item where there is none at present, e.g. a new shower;
  - extends the floor area of the property in any way, e.g. by adding a conservatory or a porch.

### 3.0 INFORMATION

- 3.1 We will ensure that we publish and make readily available clear, comprehensive information about our procedures for applying for permission to carry out an alteration or improvement, and about our standards and conditions relating to specific categories of work.
- 3.2 In accordance with our [Equality and Diversity](#) policy, this information will be made available in alternative forms and in other languages, as required.

### 4.0 APPLYING FOR, GRANTING OR REFUSING PERMISSION

#### Applying for permission

- 4.1 Section 5 of the Tenancy Agreement and the Tenants Handbook advise tenants that they must apply in writing to the Maintenance Department for permission to carry out an alteration or improvement.
- 4.2 We will comply with the requirements of the Housing (Scotland) Act 2001 and ensure that we reply in writing to a request within 28 calendar days of receiving it, or, if the request is complicated and requires additional time to assess, that we send an interim reply within the 28-day statutory period.

### **Granting permission**

- 4.3 Where a tenant applies in writing we will normally grant permission subject to the following conditions:
- where either Planning Consent, a Building Warrant and/or any other statutory approvals are required, the tenant will be responsible for obtaining these and for providing us with the original copies before any work is carried out;
  - where a Building Warrant is required, the tenant will provide us with the original copy of the Completion Certificate after the work has been inspected and approved by a member of the local Council's Building Control staff;
  - where work on gas and/or electricity supplies is involved, the originals of the safety inspection certificates issued on completion of the work will be provided to us;
  - the work will be carried out in compliance with all current statutory regulations and codes of practice etc., together with any other standards and specific conditions set by us;
  - any damage caused to other parts of the property during or as a result of the work will be made good at the tenant's expense;
  - the alteration or improvement will be regularly maintained to a high standard by the tenant and will not result in unreasonable additional maintenance expenditure by us;
  - we reserve the right to require the tenant to reinstate the property to its original condition at any time during the remainder of their tenancy, if the terms and conditions of the original permission are not being complied with;
  - the tenant may be required by us to reinstate the property to its original condition when they terminate their tenancy, unless we agree that the alteration or improvement should remain.
- 4.4 Depending on the type of work proposed, additional conditions or restrictions may be applied to ensure that the works are carried out to the required standard and/or to limit the environmental impact on adjacent properties or areas.
- 4.5 For further details of the application and approval process, see the procedure entitled ['Tenant Alterations and Improvements'](#).

### **Refusing permission**

- 4.6 We will refuse permission for an alteration or improvement where:
- the proposed works are considered to be detrimental to the structure and/or long term maintenance of the property, **and/or**
  - the proposal will breach planning and/or building regulations, **and/or**

- the likely environmental impact of the proposal is considered to be detrimental to the surrounding area.

4.7 Where permission is refused the tenant may submit revised proposals for consideration.

4.8 The tenant may also appeal against the decision to refuse permission, or against any specific conditions or restrictions attached to our permission. Appeals will be considered by the Board of Management, or the Finance Sub-Committee on their behalf, depending on the timing of the appeal. For further details of the appeal process see the [Tenant Alterations and Improvements procedure](#).

Where the Board or Sub-Committee upholds the refusal, the tenant will have the right to appeal to the Sheriff Court.

## **5.0 COMPENSATION FOR IMPROVEMENTS**

5.1 Where appropriate, we will comply with the Housing (Scotland) Act 2001 and consider payment of compensation for improvements that qualify, where we have agreed that the improvement may be left at the end of the tenancy.

5.2 The amount of compensation to be paid will be calculated in accordance with current statutory guidance.

For further details see the procedure '[Compensation for Tenant Improvements](#)'.

## **6.0 TENANTS WHO DO NOT APPLY, OR FAIL TO MEET STANDARDS**

6.1 A tenant who does not apply for our permission before carrying out an alteration or improvement will normally have to do so retrospectively, once it becomes known that the work has been carried out.

The exception to this general rule will be where it is recognised at the time staff become aware of the work that permission will not be granted, e.g. because of one of the reasons listed in para. 4.6 above. In such cases the tenant will be required to meet the costs of reinstating the property to its original condition within a specified timescale, according to our standards and specifications and using appropriately qualified contractors.

6.2 A tenant who has been refused permission but who proceeds to carry out the work anyway will have to reinstate the property to its original condition as specified above.

6.3 A tenant who has been given permission but whose work does not meet our standards or conditions will be required to carry out further work within a specified timescale to meet the necessary standards, failing which the tenant will have to reinstate the property to its original conditions as specified in para. 6.1 above.

6.4 In each of the cases in paras. 6.1 – 6.3 above we will give the tenant a reasonable time within which to comply with our instructions. Failure to do so will result in us arranging for any work required to be carried out, with the tenant being liable for all the costs we incur.

6.5 In serious cases where we believe the safety and integrity of the structure and/or the health and safety of the tenant, any household members, visitors or other members of the public are at risk we will arrange as a matter of urgency for appropriate contractors to carry out any work required. The tenant will be liable for all the costs we incur.

6.6 Where necessary we will take legal action to gain access to carry out work to achieve the required safety standards, subject to ensuring that we have issued the required warnings to the tenant before legal action is implemented.

## **7.0 IMPLEMENTATION AND REVIEW**

- 7.1 The Head of Property Management is responsible for ensuring that this policy and the procedures that support it are implemented as required by Maintenance staff.
- 7.2 The Head of Property Management will ensure that the Housing & Property Services Sub-Committee reviews this policy at least every three years.

**Approved by the SLT**

**January 2017**

**Approved by Board of Management**

**March 2017**

**Review of policy due by**

**January 2020**

**Complies with**

**Scottish Social Housing Charter**